

THE DAILY NEWS

The Official Organ of the City.

THURSDAY, MARCH 2, 1897.

JOHN D. CAMERON, Editor.

THE DAILY NEWS is the only paper in the City of Raleigh that takes the telegraphic reports.

OUR TERMS:

Advertising Rates: For square (10 lines, nonpareil) first insertion \$1.00; each subsequent insertion 50 cents. For advertisements of any space or time can be made at the counting-room of the News Office.

CONTRACTS will positively not be allowed to exceed their space, or advertise other than the legitimate business, except by paying specially for the same.

SUBSCRIPTION RATES: Daily, one year, \$5.00; six months, \$3.00. Weekly, one year, \$1.00; six months, 75 cents. Invariably in advance.

Notice to Correspondents.

No letter can be published in these columns which is not authenticated by the name of its author. This we require for the publication of a letter as a guarantee of the good faith of correspondents. Persons who violate this rule will have their communications consigned to the waste-basket.

THE WEEKLY NEWS is the cheapest paper published in North Carolina. It is only one dollar per year, postage paid, contains 32 columns of printed news from every section of the country, and important advertisements. Always Cash.

The war vessels in the Norfolk harbor welcomed a Danish vessel with salutes last Monday.

LEO WHEAT will give two concerts in the Academy of Music at Baltimore on the 6th and 7th of this month.

MISS GOODE of Norfolk is said by a society editor to be making the most pleasing impression in Washington.

SIXTY prominent business men in New Orleans representing a capital of ten million dollars signed a memorial to the legislature protesting against the impeachment of Kellogg.

GREEN pears from Florida sell in New York at \$4.50 per crate and cucumbers at from \$5 to \$6 per dozen. Strawberries bring from four to five dollars a quart.

WHILE the workmen were hammering at the gallows in the sound of his ears the negro prisoner poked his mouth through the bars and wanted to know if they were "first-class carpenters." Portsmouth, Va., claims this negro.

MR. WILLIAM BEAL is in the mountains of this State procuring a full assortment of our native timbers for exhibition at the Centennial. He has made arrangements for the proper preparing and polishing of the same and for their proper exhibition.

WELL may that Raleigh negro say: "Ten years is a long time for a negro to stay fooled, and the colored man had better try them that never promised nuth'n and stood quar to what they was, an' always helped us with money and meat, and was shoutin' and goin' crazy over a set of white men who's got no use for us cep'n for office an' that words is smoover'n a batter while they ain't got no more real heart for the nigger than a government mule."

The editor of the Washington Gazette returns thanks to a revival meeting in that city for making him a special subject of prayer, and suggests at the next meeting that an agreeable tenor voice with a winning style of supplication shall make a special effort in his behalf. Any man with the same amount of mean liquor under his vest could have made the same suggestion. We have no patience with papers whose editors are disposed to jeer at the clergy in any manner, shape or form. If a minister prove a fraud let the fraud be written up, but always with the hat off and the greatest reverence for the master he has betrayed, and the editor who fails to keep the reverence bump of his cranium well developed in the editing of his paper will, nine times out of ten, die like a brute and be buried with the burial of an ass.

AY, GIVE US THEIR NAMES.

The Sentinel of the 29th February contains the following:

"Many of the anonymous communications complained of were written by printers and working-men of various classes of the city, who will have no objection to giving their names to any person aggrieved."

We ask Mr. Turner to comply with this promise either by publishing the real names of his anonymous correspondents or by sending them to this office if he is too bashful to publish them. Let the News and the public know who "Typo," in the Sentinel of the 21st, "Democrat," in that of the 23d, "Employer," in the Sentinel of —, and the author of the editorial in the Sentinel of the 23d, are, and we will not only show up the motives of these incendiary articles but we propose to give said writers an opportunity to swear to their statements.

An autograph letter of John Randolph has just been deposited in the Virginia State Library. The letter is addressed to James Jones, M. D., of Nottoway county. Mr. Randolph wrote from Washington Jan. 4, 1821. We quote a single extract from the letter, it fits so nicely the public men of the present day:

"Nothing new here. A certain would-be but can't-be great man is fast running out—not at the spigot, but the bung—literally talking himself down."

GRAND JURIES AND SOLICITORS.

We ask attention to the elaborate and exceedingly able opinion delivered by Mr. Justice Bynum in the case of A. M. Lewis, Jr., vs. the Board of Commissioners of Wake county and published in our yesterday's issue. The Supreme Court decides that a witness summoned generally to appear before a grand jury to "testify in a certain matter then and there to be inquired of," is not entitled to remuneration for his attendance, but that witnesses are entitled to pay only when they go before a grand jury upon an indictment regularly framed with the names of the witnesses endorsed upon it.

The more important portion of the opinion however, is its definition of the rights and duties of Solicitors; a reference to the opinion will show that every prosecuting officer in the State has been in the habit of exercising privileges not warranted by law. A Solicitor has no authority to instruct a grand jury in matters of law or even to put his foot within a grand jury room. It is to be deplored that a case in which this question could have been decided had not previously been carried to the Supreme Court. Had grand juries been aware of their rights and Solicitors informed of their duties it is possible that our criminal dockets in this District would not be overburdened with those peculiar classes of indictments that have recently afflicted them, and moreover our counties and tax-paying citizens would have escaped the burden of paying much unnecessary and illegal costs.

THE HERALD AND MOORE'S CREEK.

The New York Herald again has its correspondent under orders in this State. Mr. Foster at once proceeded to Wilmington en route for the Moore's Creek Centennial, which was celebrated last Monday. He telegraphed the Herald that he found all Wilmington agog over the celebration and two steamboats were to leave on Monday to land the passengers in two miles of the famous bridge. Moore's Creek is thirty miles from Wilmington and eighteen miles from any railroad. Two years before the recent war a fine monument was erected on the battle-field. Mr. Foster visited an old colonial mansion near Wilmington known as Hilton, where once lived Cornelius Harnett, and where in 1773 met and plotted a triumvirate of patriot conspirators, Joseph Quincy, of Boston, Robert Howe, and their host, Cornelius Harnett. It was from the veranda of this house the late Henry Wilson addressed a mass-meeting of citizens, introduced to them at the hands of Col. Edward Cantwell. Mr. Foster next strolled about the grounds and knelt among the tombs at the monument of Cornelius Harnett, he says, "knelt reverently," and noted the inscription which reads: "Cornelius Harnett, died April 20, 1781, aged 58 years. Slave to no sect, he took no private road, but looked from Nature up to Nature's God." The Herald says, editorially, of the battle of Moore's Creek that the sturdy Irish Presbyterians and English Settlers who fought there found foemen worthy of their steel in the survivors and descendants of the Scotchmen who hazarded their lives in the cause of Charles Edward at Culloden. It is strange enough to see those who owed the bitterest grudge to the House of Hanover laying down their lives in defense of its Assumption to rule in America. But, so it was, and the misfortune of '45 overtook the Highlanders in their attempt to prop the power here which had crushed them in their native land. The double defeat lays no stain upon Scotch valor, but the shaping power of Providence or destiny is seen in both struggles. History has seen few more mischievously worthless rulers than the House of Stuart furnished, and like British rule in America, this royal house had to pay the penalty of misgovernment by extinction. Hence the battle of Moore's Creek becomes especially interesting as a study. At Concord it was shown that the foreign soldier would be opposed to the death; at Moore's Creek it was proclaimed that the domestic partisan of the foreign oppressor would have to answer for himself at the bayonet's point. Thus were events shaping

themselves in the early part of 1776 for the grand Declaration which was to be made on the Fourth of July, and thus South and North gathered up like jewels the centennial memories which grew the way to the great mountain of light that has beamed on the Republic for now so high a hundred years.

MAIDEN vs. TURNER.

The case of Maiden vs. Turner published to-day will attract attention.

It appears that the Sentinel was purchased with the money of George W. Swenson.

It appears that no part of the purchase money has ever been repaid to Swenson.

And it appears that the administrator of Josiah Turner, Sr.—who is Evans Turner, the brother of Joe Turner, editor of the Sentinel—seeks to set aside a judgment, confessed on the note given to secure to Swenson repayment of the purchase money of the Sentinel.

It appears by the following letter dated Nov. 1st, 1896, and before suit was brought on this note, that Joe Turner had not one word to say against Swenson. All during the time the big stealing and robbery of the Sentinel was going on here under Turner's nose in Raleigh (during '85-'86) Turner was silent against Swenson. Here is the letter:

(Copy.)

HILLSBORO, Nov. 1, 1896.

George W. Swenson, Esq., Dear Sir:—Your letter came in my absence to Person Court, and was forwarded to me at this place. I shall not be able to explain matters to you as I would in a conversation. I told Moore of our friendly relations, and my obligation to you after his copying from the Florida papers.

I am not aware that your name has ever been claimed editorially in any way. I have even refused correspondents who were assailing you.

I have letters by the post asking why I allow the head center of the ring to go unmentioned. The reason assigned by many is that the Sentinel and Standard both belong to Swenson, &c. I am not the man to assail my friends, but there are a great many persons who would like to see me and even condemn me. I have a Caswell correspondent who was in upon you in a most infamous manner with information to the effect that you could see I have failed to publish you would give me some credit for standing to my friends. With good wishes, I am,

Very truly yours,

JOSIAH TURNER, JR.

Now, look to the files of the Sentinel and it will be seen that directly after this suit was brought the virtuous editor of the Sentinel began to exhaust himself on Swenson.

Now, these are the facts. What do the people think of such a man? If we should indict him for libel, but he cannot indict the people if they should think and say that such language aptly describes Josiah Turner.

But, it may be asked, why is this the case of Maiden vs. Turner? Why is Swenson not the plaintiff? Let Mr. Ike Strayhorn (Turner's law partner, and a Radical) say why Maiden is the plaintiff. Let him also say why judgment was confessed.

It was because Joe Turner wished to cover up the facts. Because he was not willing to let it be known that Swenson's money bought the Sentinel and that Swenson had never been repaid. It was because Joe Turner was not willing that the people should know that he was hunting down the man who put bread into his mouth and into the mouths of his children.

Oh! the ring! the ring! the ring! Turner will exclaim. But these are the facts. Let the people judge.

Read the record. The money was borrowed from Swenson in the fall of 1893. Observe the silence of the Sentinel against Swenson in 1893-'94. Remember, the robbery of the Sentinel was between the purchase of the Sentinel and the letter of Nov. 1, 1896. Then let every man say for himself if the repayment of the purchase money was the sole consideration, and whether or not he does not believe that "Honest Joe's" mysterious silence as to Swenson during those times was not a part of the consideration.

Tom Marshall and Senator Mangum.

Tom Marshall at one time indulged in such excess that his friends became alarmed, and determined to make an effort to reclaim him. Mr. Mangum was designated to remonstrate with the wild Kentuckian, and endeavor to impress him with a proper sense of the peril of his position.

"I'll hear anything you have to say," said Mangum, as the Senator opened his mouth and talked in the manner in which you have been conducting yourself.

"Don't wonder at it. I been badly bothered myself. Sent you here to talk with me, didn't they?"

"Yes; they thought as I sometimes take a glass myself, my advice would be to you on the subject. But what do you want me to do?"

"Your friends have the greatest admiration for your genius and talents. They are confident that with sobriety and application you might reason your way up to the highest place under the Government."

"What do you think I could get?"

"I have no doubt you might get Chief Justice of the United States."

"You might even hope to become President."

"No great credit to follow. Captain Tyler. But I tell you what I'll do, Mangum: You make me President of the United States, and I'll don't make you Secretary of State. I'll agree to be blasted! Let's take a drink."

"You might even hope to become President."

The State of Pennsylvania levies no tax upon real estate.

Opinion of the Supreme Court.

From Orange County.

MAIDEN vs. TURNER.

On 26 October, 1896, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

Oct. 26, 1896.

R. Y. Maiden vs. Bond.

J. Turner, Sr., et al. Know all men by these presents, that we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

That we, Josiah Turner, Sr., and his heirs, executors, administrators, jointly and severally, signed with the following instrument:

And was provided on his part that the debt was not honestly owing.

The judgment was entered under sec. 325-7 of C. C. sec. 325 requires that a statement must be made, signed by the defendant, and verified by his oath to the following effect, &c.

That is to say, was it unauthorized by the Code?

The answer did not refer to any authority on this point, and we are not aware of any.

When a person becomes a lunatic, he does not thereby become exempt from the payment of his antecedent debts. The sum of money on which action would be served upon the lunatic and also upon the guardian. The guardian might appear for the lunatic and defend. Perhaps if he refused to appear the court might appoint a guardian ad litem though I know of no precedent for such a proceeding. At all events if the guardian pleaded, there might be a valid judgment in *in rem* rendered against the lunatic. But if the guardian after appearance thus there is no defense and that the creditor might judgment to go by *nil dicit*.

In *White vs. Albemarle* 3 Dec. 24, the process had been served on the defendant alone and not on the lunatic and the guardian permitted judgment against the lunatic *nil dicit*, yet it was held that the judgment was not valid although in that case it was said the court had acted unadvisedly in permitting the guardian whose interests were opposed to those of the ward to represent him in that case. The analogy between infants and lunatics is so close as to justify the conclusion that a similar judgment against a lunatic would not be irregular.

If a guardian can permit such a judgment which is apparently only *in rem*, but in substance a judgment by confession, it is difficult to see any reason why the guardian cannot in form consent to a judgment against the lunatic. The Code was to permit a debtor who could not dispute the debt to submit to a judgment at a moderate expense in costs and without waiting for term time. It enabled the house to dispense with all the unnecessary formalities.

It is contended however that the personal signature and oath of the lunatic defendant are required, and that his guardian has no authority to substitute his own signature and oath; and this is true if we must adhere literally to the Code.

But in construing it we are entitled to enquire what was the object of the Act, and whether that object requires a literal construction, or will be best attained by more liberal interpretation.

A person *ad litem* may confer a judgment in Court in term time by attorney, properly authorized, and we conceive one object of the Act to be to enable a debtor to submit to a judgment in like manner out of term. A literal construction would prohibit this and deprive the Act of much of its utility. The object in requiring the signature and oath of the debtor was to restrain the confession of false debts in fraud of creditors. This object is as well attained by the oath of a person authorized to represent the debtor as by the essential fact, as by that of the debtor himself. In this case both the guardian and the other defendant swear to the statement of their own knowledge.

In our own opinion the judgment was not irregular. If the judgment were sought to be reversed on the ground that either the original contract for the debt was fraudulent, or without consideration and therefore fraudulent as to other creditors, the question would be different. But as there is no allegation of that sort, it is useless to discuss the question. The allegation that Turner, Sr. was non compos at the time of making the contract, is not sworn to by the petitioners, and there is no evidence in support of it.

Per curiam Judgment below reversed. Let this opinion be certified.

SALE OF CITY LOTS FOR TAXES.

IN ACCORDANCE WITH THE

order of the Board of Aldermen, to be held on the 28th day of January 1897, I shall, W. H. MORRIS & CO.,

at 10 o'clock, sell the following lots, to wit:

1. Lot 1, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

2. Lot 2, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

3. Lot 3, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

4. Lot 4, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

5. Lot 5, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

6. Lot 6, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

7. Lot 7, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

8. Lot 8, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

9. Lot 9, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

10. Lot 10, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

11. Lot 11, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

12. Lot 12, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

13. Lot 13, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

14. Lot 14, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

15. Lot 15, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

16. Lot 16, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

17. Lot 17, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

18. Lot 18, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

19. Lot 19, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

20. Lot 20, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

21. Lot 21, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

22. Lot 22, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

23. Lot 23, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

24. Lot 24, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

25. Lot 25, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

26. Lot 26, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

27. Lot 27, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

premises, hereinafter set forth, to wit:

28. Lot 28, containing 1/2 acre, situate in Block 1, Subdivision 1, of the

W. C. MCMURRAY

Commissioner of the

MORO PHILLIPS PURE

"Phaine" and Amomiated

Phosphates.

RALEIGH, N. C.

PRODUCE AND COTTON SOLICITED.

W. C. MCMURRAY

